



CLIENT & MEMBERSHIP AGREEMENT

ALL MAVEN INC.
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CLIENT AND MEMBERSHIP AGREEMENT
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ALL MAVEN CLIENT & MEMBERSHIP AGREEMENT

Thank you for choosing ALL MAVEN, Inc.

The following agreement gives our clients a good idea of our policies and how we operate as a business. Before rendering any services from ALL MAVEN, clients must acknowledge and agree to this disclosure. Should you have any questions or concerns, feel free to contact our office at any time.

Acceptance of Terms

By retaining services from ALL MAVEN, you are agreeing to acknowledge and abide by the terms of this agreement. Continued use of our services constitutes your binding acceptance of such terms. Please note that many of these terms are expressed and outlined in our TOS as well.

Ethical Business and Professional Relationships

ALL MAVEN Inc. is a Christian Business. Therefore, we operate under guidelines that are paralleled with our faith, as well as tithing on our business earnings. ALL MAVEN will not conduct business with any entity that engages in or promotes:

- Discrimination or hatred of any group (ie, sexual orientation, religion, race, gender etc.)
- Pornography or child pornography
- Illegal business activity
- Use of illegal drugs
- Violence against others, animals or other businesses

ALL MAVEN reserves the right to deny service to businesses or individuals that we feel are inappropriate or violate civil, state or federal law.

If your entity becomes involved in any of the above listed activities, or violates civil, state or federal law, ALL MAVEN reserves the right to remove you from our client base and discontinue current business activities with you or your organization, without refund.

We also graciously ask that all clients act in a professional manner when engaging with our associates by means of respectful language (no curse words or foul language). ALL MAVEN prides itself on not only being professional, but courteous, respectful and kind with those in which we interact. ALL MAVEN will remove clients that are violent, disrespectful or harass our associates. It is against the law for any party, business or consumer, to harass, discriminate or mistreat someone.

Should you have any problem with an associate, please contact our office immediately. Should we encounter a concern with an associate or client, we will take all proper action to resolve the issue.

Remember, we're not lawyers!

We can't legally advise you of what to do because that is not our area of expertise. We can only provide you with our very best researched responses. We do our best every day to stay ahead of the game with information by focusing over half our time on research to advise you as our client. However, things change, and what's hot today, may not be so hot next week. We can't be responsible for all of our information given out for accuracy, or how current it is. Where applicable, you should always consult and research a professional in that specific field. We have no control over the market and what changes are made outside of ALL MAVEN Inc. or third party vendors. If you purchase a Facebook Fan Page, and Facebook randomly decides to close its doors next week, we can't go back and reverse our service or charges. However, unlike most companies, we do have a Business Restoration Program where we do offer you products and services at discounted rates in the event your purchase a service for an opportunity that falls through, closes, or is seized for some reason. You must review our Business Restoration Program Terms and Conditions to see if you are eligible and if your opportunity itself is eligible. The BRP is available at our company discretion and may not be available in your state or country.

Refunds, Returns and Exchanges

ALL MAVEN Inc. will gladly offer a refund or exchange for products that are damaged or did not arrive as described as long as the process is initiated within 30 days of purchase and completed according to the terms stated with the return.

If your products and services are initiated through a third party service, such as one of our print brokers, you must consult their refund/return policy in regards to your product.

Each product offered by ALL MAVEN Inc. may have its own specific return or exchange policy. The return/exchange/refund policy will be made available to you before purchasing any services from ALL MAVEN Inc.

In regards to our Design Services (custom websites, Facebook Fan Pages, Twitter setup, etc.) ALL MAVEN Inc. will NOT refund any of our design services if you decide:

- You do not want or need to use the service or thirty days has passed
- You decide not to work the business in which you purchased services for
- Your tools are not as effective as you thought they would be
- Your products are purchased for use at third party sites (Facebook, LinkedIn, Twitter, etc.) and they alter their structure or products where you had intended to use them
- You pay for your project, we begin the project and you do not follow up on the project for 30 days

For many of our services, a deposit is required on behalf of the research and setup of your project. Deposits are NOT refundable if the services are rendered for the project in which the deposit was required. For example, you order a custom website, and you pay a \$100 deposit for the initial layout phase of the project. We build the initial phase of the website, and you later decide you don't want to move forward. Hours of work are still put into research and services, so unfortunately a refundable deposit is something we cannot offer.

All of our cloud based services are proprietary (custom websites, Facebook fan pages etc.). They cannot be transferred out to other providers or placed on other servers.

If you are truly unsatisfied with your product or service (and we do everything in our power to make sure you are not), you may submit a written claim to be reviewed by ALL MAVEN Inc. in which we will decide if your claim substantiates a refund of any kind if any. Please note the claims review process may take up to 30 days before a decision is rendered and made available to you.

Please note, ALL MAVEN may issue client's credit at its discretion, on a case by case basis, where appropriate an in line with our Terms of Service and Privacy Policy. By using our services, you are agreeing to our Terms of Service, Privacy Policy and eCommunications Disclosure.

Contracts

ALL MAVEN requires signed contracts for any project purchases over \$100. Contracts are legally binding and must be agreed by both parties. When ALL MAVEN commits to your project, we block out time, begin an agenda, and gather research for your project. An investment for your project has already been made on our part and therefore to change or alter your contract may affect the time and resources involved in completing your project. If you would like to change your contract, you may submit a "Request to Amend Contract Form." ALL MAVEN may exercise its discretion in whether or not to approve or deny your request.

Cancellations

If you cancel service with your contract, ALL MAVEN will not issue you a full refund. If we commence a project, and you cancel part of the way through, you will be held liable for the full amount of the project, and or a cancellation fee depending on your contract. Depending on the scope of the project, ALL MAVEN may also bill a percentage of the project based on completion, in addition to any administrative fees or vendor fees. Frequent changes or cancellations may garner a ban on certain services from ALL MAVEN.

Cancelled services may also not receive refunds or credit if services were bundled and discounted at time of purchase.

If you services require cancellation due to an entity going out of business, a death, act of God or other manner, ALL MAVEN may waive cancellation fees.

Payment

If you purchase any services that we offer for a fee, you agree to ALL MAVEN Inc. storing your payment card information. You also acknowledge that the Services are subject to this Agreement and any additional terms related to the provision of the Agreement. You further agree to pay the applicable fees for the Premium Services (including, without limitation, periodic fees for premium accounts) as they become due plus all related taxes, and to reimburse us for all collection costs and interest for any overdue amounts. To see more on payment information and how we protect your confidential information, please refer to our Privacy Policy.

Payment is due within 5 days of services rendered. Acceptable payment methods may vary based on the type of product or services you are purchasing. Some services rendered may require immediate payment, such as orders for print products, work sessions, planning sessions or consultations.

For larger products, a minimum of 50% deposit is due to begin the work. At a project's 50% completion, 35% is then due to continue. When the project is complete, the remaining funds are due. These rates may be adjusted per contract. Where no payment terms are stated, this model will serve as the default for projects.

Payment Arrangements

ALL MAVEN may provide payment arrangements for clients that are unable to pay their balance at the time due. In order to be eligible, clients must not have any other broken payment arrangements. Arrangements are not guaranteed and are at the sole discretion of the Billing Department.

Payment Plans

ALL MAVEN may permit clients to make payment plans for services rendered. A payment plan is different from an arrangement in that a payment plan is made BEFORE services are rendered. Please note, payment plans are service agreements. If you cancel before your plan is complete, you will be responsible for the remainder of the agreement. ALL MAVEN will not issue you a refund or credit if you cancel or change your agreement.

IMPORTANT: If you have bundled services and received a discount because of that bundle and then proceed to cancel, the pricing will revert to original list price and a balance may be owed.

If you would like to make a change to your plan or contract, you may submit a request to amend your contract which will be at the discretion of ALL MAVEN to approve.

NON PAYMENT

Should you fail to return payment for services rendered, ALL MAVEN reserves the right to take appropriate legal action in collecting owed funds. These actions may include, but are not limited to, withholding services, return of products or services, cancellation of services, processing through collections or small claims court and reporting to the local credit bureaus.

Please note, you may be subject to additional administrative and restoral fees to bring back your acquired products and services.

Please contact our office if you need assistance in making arrangements.

Discounts

ALL MAVEN often provides discounts for various clients. Discounts may include military, teacher and student, non-profit and other organizations. Discounts are not guaranteed and may be voided if you change or cancel your agreement of contract with us. Please check to see if you or your business is eligible to receive any discounts.

Account Closures

If you would like to close your account, you must pay your balance in full. If you choose to close your account without submitting final payment, your account will be referred to an outside collection agency, and you will be processed out of our system. Account closures in default take approximately two to three weeks to completely process out. To request your account to be closed, send an email to billing@allmaven.com. We will mail you a Request for Account Closure form to the address we have on file, which needs to be signed and mailed back to our office. If you do not request an Account Closure, and your balance goes unpaid for 45 days without arrangements, your account will automatically be closed. Your services may also be deleted after a certain time frame. Please note, you may not be eligible to receive services from ALL MAVEN Inc. if you are processed out under a default status. Should you have any questions, feel free to contact our office at any time.

Administrator Access

ALL MAVEN Inc. sets up many services for our clients where we are provided confidential account information. By allowing us to setup these services, you are granting us administrator access to your accounts, products and services. Should you abandon your account and or services, have your account closed, or default on any of your services provided by ALL MAVEN or any additional third parties, ALL MAVEN reserves the right to cancel your services, move them to a different provider, update information or make adjustments needed in order to execute the terms of services of our company.

Clients may also grant administrator access to other authorized parties or companies to perform actions on their account. ALL MAVEN is not responsible or liable for the actions of parties granted access.

If you do not wish for ALL MAVEN to have administrator access you must submit this request in writing. Access cannot be removed over the phone or live chat.

Please note, removing administrator access may limit your support or service options.

*****Defaulted Accounts***** If your account is defaulted, abandoned or closed for any reason, all support will be ended. Any requests for data or information must be submitted in writing. ALL MAVEN retains administrator access to your account until revoked in writing.

Taxes

The User takes full responsibility for all taxes and fees of any nature associated with Services used or products purchased. ALL MAVEN Inc. shall not be liable for any taxes or other fees to be paid in accordance with or related to purchases made from or by the User or through the Services. Products and services are subject to California Sales Tax.

Comments and Feedback

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback, or other information provided by you to us (“Comments”) are not confidential and you hereby grant us a worldwide, perpetual, irrevocable, royalty-free license to reproduce, display, perform, distribute, publish, modify, edit or otherwise use such Comments as it deems appropriate, for any and all commercial or non-commercial purposes, in our sole discretion.

Rules

ALL MAVEN Inc. does not allow any of the following content, or links to such content, to be published on our services, nor will we produce:

1. Content of a pornographic, sexually explicit, or violent nature.
2. Content that promotes Illegal or Prescription Drugs, Guns, firearms, or explosives, Graphic Material, Dating Services, Clubs or Groups that promote the hatred of other groups, people, or organizations
3. Content of an illegal nature (including stolen copyrighted material).
4. Pirated software sites, including cracking programs or cracking program archives.
5. Content with the sole purpose of causing harm or inciting hate, or content that could be reasonably considered as slanderous or libelous.
6. Content or data which would impersonate someone else or falsely represent your identity or qualifications, or that could reasonably constitute a breach of an individual’s privacy.
7. Content that is spam, is machine- or randomly-generated, and/or contains unethical or unwanted commercial content designed to drive traffic to third party sites or boost the search engine rankings of third party sites, or to further unlawful acts (such as phishing), or mislead recipients as to the source of the material (such as spoofing).

Users posting any of the above content on their sites will be notified using the User's current email address on file in the User’s account, and may be given a 48 hour grace period to make any corrective actions. ALL MAVEN Inc. may suspend the services of the member account until a resolution is met between ALL MAVEN Inc. and the User. Repeated violations of this Policy may cause cancellation of service without the refund of any fees.

By accepting these Terms of Service and using ALL MAVEN Inc., ALL MAVEN Inc. Users agree to all of the following:

1. Users may not use the Service as a remote storage server only.
2. Users may not access the Service through automated methods. Use of robots or other computer code which calls the Service, except where explicitly allowed, is absolutely forbidden. The Services may only be used or accessed through an electronic device under the manual control of a User at all times.
3. Users may not send unsolicited messages (also known as junk mail or SPAM) to promote any website published on the Service.
4. Users may not upload, post, email, transmit or otherwise make available or initiate any content that contains software viruses, worms, Trojan horses or any other computer code, files or programs that interrupt, destroy or limit the functionality of the Services or any ALL MAVEN Inc. user.
5. Users may not send messages through the site which do not correctly identify the sender; Users may not alter the attribution of origin in electronic mail messages or posting.
6. Users may not use the Services to impersonate another person.
7. Users are not permitted to knowingly allow another website or hosting server to link to content files stored on ALL MAVEN Inc.'s servers. Users deemed to be using ALL MAVEN Inc. solely as a remote storage server will have their account immediately terminated and will have all files associated with their account permanently removed.

8. Users are not permitted to get advertised via unwanted electronic messages such as spam links on newsgroups, email lists, other blogs and websites, and similar unsolicited promotional methods.

You must also further agree to make the following commitments relating to the registering and maintaining the security of their accounts.

1. You will not use the Services for any unlawful purposes.
2. You will not provide any false personal information to ALL MAVEN Inc., or create an account for anyone other than yourself without permission.
3. You will ensure the email address provided in your account registration is valid at all times. ALL MAVEN Inc. reserves the right to terminate any account that does not include a valid email address on file.
4. You will not use the Services if you are under 13 years of age and you hereby certify you are at least 13 years of age.
5. You will not use the Services if you are located in a country embargoed by the U.S., or are on the U.S. Treasury Department's list of Specially Designated Nationals.
6. You will keep your contact information accurate and up-to-date.
7. You will not share your password, let anyone else access your account, or do anything else that might jeopardize the security of your account.
8. You will not transfer your account to anyone without first getting our express written permission.
9. You will not imply or state, directly or indirectly, that you are affiliated with or endorsed by ALL MAVEN Inc. unless you have entered into such a written agreement with ALL MAVEN Inc.
10. You will not attempt to or actually access the Services by any means other than through the interfaces provided by ALL MAVEN Inc. This prohibition includes accessing or attempting to access ALL MAVEN Inc. using any third-party service, including software-as-a-service platforms that aggregate access to multiple services.
11. You will not attempt to or actually override any security component included in or underlying ALL MAVEN Inc.
12. You will not attempt or engage in any action that directly or indirectly interferes with the proper working of or places an unreasonable load on ALL MAVEN Inc.'s infrastructure, including, but not limited to, sending unsolicited communications to other users or ALL MAVEN Inc. personnel, or attempting to gain unauthorized access to the Services.

ALL MAVEN Inc. may determine in its sole discretion whether or not an account is in violation of any of these policies. Violation of any of these policies may result in user information tracking which such information being stored to identify the offending use. Offending users may be permanently restricted from holding an account on the Service.

Editing, Deleting and Modification

We may edit, delete or modify any of the terms and conditions contained in this Agreement, at any time and in our sole discretion, by posting a notice or a new agreement on our site. YOUR CONTINUED VISIT IN OUR WEBSITE OR RETAINING OF OUR SERVICES FOLLOWING OUR POSTING OF A CHANGE NOTICE OR NEW AGREEMENT ON OUR SITE WILL CONSTITUTE BINDING ACCEPTANCE OF THE CHANGE.

Links and Framings

You shall not use our company logo or other proprietary graphic to link to this Site without the express written permission of ALL MAVEN Inc. Further, you may not frame any trademark, logo or other proprietary information, including the Images Content, without our express written consent.

We make no claim or representation regarding, and accepts no responsibility for, directly or indirectly, the quality, content, nature or reliability of third-party websites accessible by hyperlink from the ALL MAVEN Inc. site, or websites linking to the ALL MAVEN Inc. site. Such sites are not under the control of our company and we shall not responsible for the contents of any linked site or any link contained in a linked site, or any review, changes or updates to such sites. You hereby acknowledge and agree that we are not responsible for the availability of such external websites or resources, its content, including, without limitation, any link contained in such content, or any changes or updates to such content. If you decide to access links to third-party Web sites, you do so at your own risk. Any concerns regarding any external link should be directed to the relevant site administrator or web master.

Confidentiality

You agree not to disclose information you obtain from us and or from our clients, advertisers, suppliers and forum members. All information submitted to by an end-user customer pursuant to a Program is proprietary information of ALL MAVEN Inc. Such customer information is confidential and may not be disclosed. Publisher agrees not to reproduce, disseminate, sell, distribute or commercially exploit any such proprietary information in any manner. Violation of such confidentiality could result in account cancellation, suspension of services or additional legal action permitted by law.

Contact Us

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